HARVARD LAW REVIEW.

Published monthly, during the Academic Year, by Harvard Law Students.

SUBSCRIPTION PRICE, $2.50 PER ANNUM . . . . . 35 CENTS PER NUMBER.

IT is with much sorrow that we are obliged to record the death, since our last issue, of Mr. Marland Cogswell Hobbs, a graduate of this school, and one of the founders of the REVIEW. Mr. Hobbs was a man of rare gifts and exceptional promise, an honor to the school and to his profession. His loss will be deeply felt by the many who knew and respected him.

THE COLUMBIA AND NEW YORK LAW SCHOOLS. — The members of this school will have heard with much interest of Professor Keener's appointment as Dean of the Columbia Law School, to take the place of Professor Dwight, who resigned last spring. The Columbia Law School has reopened this year under an entirely new staff of instructors, consisting of four professors of law, two lecturers, and the faculty of the School of Political Science, the latter giving the instruction in Roman and Public Law and Comparative Jurisprudence. And while each individual instructor has full liberty in the choice of methods, apparently a system of instruction will be followed which, with some modification, is modelled on that which Professor Langdell has so successfully inaugurated and carried on here. The case system will for the most part be used, with the slight innovation, introduced by Professor Keener, of having the work of some well-known text-writer bound in with the selection of cases in such a way as to enable the class to take up text and cases together. This is to be done especially in the first or junior year, and has been introduced with the purpose of relieving the uncertainty and embarrassment by which first-year men are met in using the case system pure and simple. Whether the change is one for the better of course remains to be seen. The course is one covering three years, and is not designed in any way to be a supplement to office work. Several subjects will be carried on con-

currently, as at this school, instead of the former Columbia method of taking up one subject until finished and then passing on to the next.

The New York Law School, on the other hand, has been organized this year with a view to perpetuating the old Columbia or so-called "Dwight" system of instruction (which is little more than the discarded Harvard method as pursued by Professors Parsons, Washburn, and others). Its dean is Professor Chase, late of Columbia, and its faculty is composed of the instructors who were associated with Professors Dwight and Chase. The school is situated in the Equitable Building, in the business centre of the city, with the various courts near at hand, in the midst of many law offices, and having access to the law library in the building, comprising about thirteen thousand volumes — a library a little more than half the size of the Columbia law library. The course is to cover two years, and is so arranged that members of the school can spend each morning or afternoon in a law office, and this they are distinctly encouraged to do. Text-books will be used entirely, with occasional references to cases by way of illustration. Here, as formerly at Columbia, each subject will be studied until completed, when the next subject will be taken up, and so on to the end of the year. The aim of this school is to give a thorough, practical legal education, to enable a man, at the end of two years, to pass his bar examinations, and enter on the practice of his profession. The theory, history, and science of the law are disregarded, as being rather food for the jurist than for the practical lawyer.

A discussion of the comparative merits of these two most opposite methods would be unprofitable. Imbued as we are at this school with the methods and ideas to which Professor Langdell has given his name, our sympathies must naturally be with Professor Keener and his work. Whatever may be the advantages of the system adopted by the New York Law School, experience has shown that in the long run the thorough, systematic study of legal principles which the Langdell method requires fully as well enables its votaries to cope with the serious problems of the law.

LEGAL DETRIMENT IN CONTRACTS. — The Court of Appeals of New York has lately rendered a decision in the case of *Hamer* v. *Sidway*,[1] reversing a decision of the Supreme Court. The facts of this case briefly were that the defendant's testator offered to the plaintiff the sum of five thousand dollars, if he would refrain from smoking and drinking liquor until he became of age. The plaintiff performed the condition and, after asking for the money, brought this action. The Supreme Court decided in favor of the defendant, on the ground that the plaintiff had incurred no detriment, it being no disadvantage to refrain from habits which "are not only expensive but unnecessary and evil in their tendency." When the decision was reported, the REVIEW, Vol. 4, page 237, pointed out that the court had misunderstood the meaning of the term "legal detriment." We contended that the term meant the giving up of a legal right, and that the plaintiff had done this. The judgment of the Court of Appeals is based on this definition. Parker, J., speaking of the defendant's contention that the plaintiff incurred no detriment, as what he did was really beneficial to him,

[1] 124 New York, 538.